

**STATE OF NEBRASKA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GRANT TERMS and ASSURANCES**

This is a sub-grant of federal funds by the State of Nebraska, Department of Health and Human Services (hereinafter the "Department") to the Nebraska Children and Families Foundation (hereinafter the "Recipient").

By accepting this grant, the recipient agrees to comply with the terms and conditions described herein.

WITNESSETH

Whereas the Department is desirous of supporting family preservation within Nebraska communities; and

Whereas a primary goal of the Federal Promoting Safe and Stable Families Act - Family Preservation Services Program is to help families stay together and to avoid removal of a child from their family home; and

Whereas the primary goal of the Federal Children's Justice Act (CJA) is to help States develop, establish, and operate programs to improve the investigation and prosecution of child abuse and neglect cases; and

Whereas the primary goal of the Federal Child Abuse Prevention and Treatment Act (CAPTA) is to increase identification, reporting, and investigation of child maltreatment, thereby protecting children from harm; and

Whereas the Recipient is a recognized Nebraska Foundation whose mission is "Bringing people together to achieve the best results for children and families"

Now, therefore, the parties agree as follows:

- I. Term of Grant. This grant shall be in effect from November 1, 2008, through October 31, 2009, unless otherwise terminated as provided hereinbelow.

- II. Scope of Services by Recipient. The Recipient agrees that for valuable consideration provided the Department, federal funds will be administered to communities and eligible entities as prescribed by state law, grant fund requirements or other direction provided by the Department to the Recipient.
- III. Grant Funding. Funds granted to the recipient total \$869,611 as follows:
- A. Promoting Safe and Stable Families Act: \$788,453 for grants to communities.
 - B. Children's Justice Act (CJA): \$41,158 to support the development of Court Appointed Special Advocate programs.
 - C. Child Abuse and Neglect Prevention and Treatment Act (CAPTA): \$40,000 with a designation of no more than \$20,000 to support the activities of the Governor's Commission for the Protection of Children to include the cost of travel, lodging and meeting costs and the cost of clerical support and \$20,000 to support the activities of the Nebraska Citizen review Panel as required by CAPTA.
 - D. Domestic Violence Services: the Department authorizes the Recipient to designate \$5,000 from current Promoting Safe and Stable Families funds to support the continued development and participation in an inter-Tribal domestic violence coalition.
 - E. The Department and Recipient agree that activities identified in items A through D above will occur within the written measurable objectives and work plan as outlined in Attachment A.
 - F. The Department agrees to provide payment to the Recipient in the amount of one-half of the total grant \$434,805.50 upon signing of this grant agreement and one-half of the total grant \$434,805.50 on or before April 1, 2009, upon submittal of the annual report as required in Section III-H, including a description of expenditures related to the requirements and funding sources of this grant.
 - G. The Department agrees to identify a staff person to serve as a liaison to the Recipient regarding this grant.

- H. The Recipient agrees to submit a quarterly report of expenditures by funded activity including details of sub-grant expenditures to verify compliance with Federal OMB Circular A-87. In addition, the Recipient agrees to submit an annual evaluation of activities and outcomes by June 1, 2009, for activities completed during the prior grant year, as described in the "Nebraska Children and Families Foundation Grant Application Process and Evaluation Plan Guidebook" and other reports of activities and expenditures described in this grant award as requested.

IV. General Provisions

A. ASSIGNMENT

The Grantee agrees not to assign or transfer any interest, rights, or duties under this Grant to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Grant.

B. SUBCONTRACTORS

The Grantee agrees that subcontractors will not be utilized in the performance of this Grant unless the Grantee has obtained prior written authorization for the use of subcontractors from the Department.

C. AMENDMENT

This Grant may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

D. CONFIDENTIALITY

The Grantee agrees that any and all information gathered in the performance of this Grant, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary Grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

E. DATA OWNERSHIP AND COPYRIGHT

- 1) All data collected as a result of this project shall be the property of the Department.
- 2) All materials, documents, reports, and data compilations produced by the Grantee in order to meet its obligation to the Department hereunder, are works-made-for-hire and shall be the sole property of the Department.
- 3) The Grantee may copyright any of the copyrightable material produced in conjunction with the performance required under this Grant. The Department and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes.

F. BREACH OF GRANT

- 1) Should the Grantee breach this Grant, the Department may, at its discretion, terminate this Grant immediately upon written notice to the Grantee. The Department shall pay the Grantee only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, Grant for provision of the services required to complete this Grant and hold the Grantee liable for all expenses incurred in such additional Grant over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of Grant as allowed by law.
- 2) The waiver by the Department of a breach of any provision of this Grant by Grantee shall not operate or be construed as a waiver of any subsequent breach by Grantee. No waiver shall be valid unless in writing and signed by the Director of the Department.

G. AVAILABILITY OF FUNDING

Due to possible future reductions in State and/or federal appropriations, the Department cannot guarantee the continued availability of funding for this Grant notwithstanding the consideration stated above. In the event funds to finance this Grant become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate the Grant or reduce the consideration upon notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such Grant termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the State and/or federal funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Grantee may cancel this Grant as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

H. RELEASE, INDEMNITY, AND RISK MANAGEMENT

- 1) The Grantee shall assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Grant and proximately caused by the negligent or intentional acts or omissions of the Grantee, its officers, employees, assignees, or agents.
- 2) The Department, if liable, is limited to the extent provided by the Nebraska Tort Claims Act, NEB. REV. STAT. §§ 81-8,209 to 81-8,235 (2004), the Nebraska Grant Claims Act, NEB. REV. STAT. §§ 81-8,302 to 81-8,306 (2004), and the Nebraska Miscellaneous Claims Act, NEB.

REV. STAT. §§ 81-8,294 to 81-8,301 (2004); and any other applicable provisions of law. The Department does not assume liability for the action of its Grantees.

I. INDEPENDENT GRANTEE

The Grantee is an independent Grantee and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Grantee shall employ and direct such personnel as it requires to perform its obligations under this Grant, exercise full authority over its personnel, and comply with all worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Grant.

J. DRUG-FREE WORKPLACE

The Grantee hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

K. LOBBYING

- 1) If the Grantee receives federal funds through the Department, for full or partial payment under this Grant, then no Federal appropriated funds will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

L. RESEARCH

The Grantee may not engage in research utilizing the information obtained through the performance of this Grant without the express written consent of the Director of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Grant.

M. WORKERS' COMPENSATION

In the event that the Nebraska Workers' Compensation Act NEB. REV. STAT. §§ 48-101 to 48-1,117 (Supp. 2005) (the Act) applies to the Grantee and the Grantee has employees involved in the carrying out of this Grant, the Grantee shall certify that it has obtained a policy providing coverage under the Act for its employees or will obtain proof of such coverage within thirty (30) days after the commencement of this Grant and shall provide the Department with proof of such coverage. In the event that the Act applies to the Grantee and the Grantee has obtained approval from the Department to sub-grant some of its work under this Grant, the Grantee shall insure that all of its sub-grantees have obtained workers' compensation insurance and will file proof of such insurance with the Department.

N. NON-DISCRIMINATION

The Grantee agrees to comply fully with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7, as amended; the Rehabilitation Act of 1973, Pub. L. 93-112, 29 U.S.C. §§ 701 et seq., as amended; the Americans With Disabilities Act of 1990, Pub. L. 101-336, 42 U.S.C. §§

12101 et seq.; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125 (2004), as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Grant, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Grantee. The Grantee further agrees to insert similar provisions in all sub-Grants for services allowed under this Grant under any program or activity.

O. FEDERAL FINANCIAL ASSISTANCE

The Grantee agrees that its performance under this Grant will comply with all applicable provisions of 45 C.F.R. §§ 87.1–87.2 (2005) et seq. The Grantee further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

P. PUBLIC COUNSEL

In the event the Grantee provides health and human services to individuals on behalf of the Department under the terms of this Grant, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 to 81-8,254 (2004) with respect to the provision of services under this Grant. This clause shall not apply to Grants between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, NEB. REV. STAT. §§ 81-2237 to 81-2264 (2004).

Q. ACCESS TO RECORDS AND AUDIT LIABILITY

All Grantee books, records, and documents relating to work performed or monies received under this Grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in this Grant, the Grantee shall agree that it will be held liable for audit exceptions, and shall return to the Department all payments made under this Grant for which an exception has been taken or which has been disallowed because of such an exception. The Grantee agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit.

R. GOVERNING LAW

This Grant shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

S. SEVERABILITY

If any term or condition of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant did not contain the particular provision held to be invalid.

T. PROMPT PAYMENT

If applicable, payment will be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 to 81-2408

(2004). The Department may request that payment be made electronically instead of by State warrant.

U. CONFLICTS OF INTEREST

In the performance of this Grant, the Grantee agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Grantee will notify the Director of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

V. INCORPORATED BY REFERENCE AND INTEGRATION

- 1) All references in this Grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this Grant shall be deemed incorporated by reference and made a part of this Grant with the same force and effect as if set forth in full text, herein.
- 2) This written Grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Grant.
- 3) The Headings set forth in this Grant are for convenience only and will not control or affect the meaning or construction of the provisions of this Grant.
- 4) This Grant may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Grant may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

W. FORCE MAJEURE

The performance by either party hereunder is excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform. In the event that a party experiences a force majeure event, such party shall notify the other party(ies) of such force majeure condition. The terms of this Section shall not exempt, but merely suspend, the notifying party's performance under this Grant, until such time as it is reasonably possible for said party to resume its performance hereunder.

X. NEBRASKA TECHNOLOGY ACCESS STANDARDS

The Grantee agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessiblity/> and are part of the Department's General Provisions.

Y. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

The Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Z. NOTICES

Any written notices required by this Grant shall be sent to the following addresses:

For the Department:

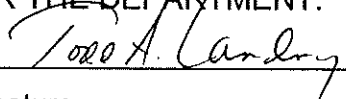
Christine M. Hanus, Administrator
Policy Section-Child Welfare Unit
Division of Children and Family Services

For the Grantee:

Mary Jo Pankoke, Executive Director
Nebraska Children and Family Foundation

IN WITNESS THEREOF, the parties have duly executed this Grant hereto, and each party acknowledges the receipt of a duly executed copy of this Grant with original signatures.

FOR THE DEPARTMENT:



Signature

Todd A. Landry, Director
Division of Children & Family Services
Department of Health and Human Services

DATE: 11/25/08

FOR THE GRANTEE:



Signature

Mary Jo Pankoke, Executive Director
Nebraska Children and Families Foundation

DATE: 11/26/08

Nebraska Children and Families Measurable Objectives and Workplan

IMPACT/Nebraska Children Outcomes

Children are safe, ready and successful in school, healthy and experience supportive relationships and quality environments.

The Following Goals and Measurable Objectives for the contract between Department of Health and Human Services and the Nebraska Children and Families Foundation align with the Child and Family Services Review Goals of Safety, Permanency and Well-being.

I. Safety

- I. Children are protected from abuse and neglect
- II. Children are maintained in their own homes
- III. Decrease in rate of first time victims
- IV. Decrease in rate of first time perpetrators

II. Permanency

- I. Children have permanency and stability in their living situation
- II. The continuity of family relationships and connections is preserved for children

III. Well-Being

- I. Families have enhanced capacity to provide for their children's needs
- II. Children's educational, physical and mental health needs are met
- III. Children have opportunities for healthy social and emotional development
- IV. Youth make a successful, self sufficient transition to adulthood
- V. Diversity of families is embraced and supported.

IV. Training and Service Array Continuous Improvement

- I. Development of a culture of continuous improvement in the strengthening of families and the prevention of abuse and neglect.
- II. Training and Service Array

I. Safety

Goal I Children are protected from Abuse and Neglect

Objectives	Activities	Timeline	Process Measures	Outcome Measures
Objective 1.1 Increase the diversification of Private, State and Federal funding for prevention	Fund Development Activities Partnership with NCF CEY Capacity	Ongoing September	1.11 Number of Grant opportunities, proposals submitted, and letters of inquiry 1.12 Establish	1.11 Document the number of grants received and proposals accepted by Nebraska Children and local programs.

of child abuse and family support.	Building and Collaboration Work EC Endowment funding (Sixpence) Sustainability training Annual TA and Training on Grant writing and Prospect Research CLC Network Prevention Partnership	December 2008 and March 2009 April 2009 Fall 2008 and 2009 On-Going	baseline and track amount of funds, leveraged dollars and in-kind support directed to prevention and family support 1.13 Track Number of Trainings for Local Grantees, Councils, and Network members	1.12 and 1.13 Number of New Partnerships for Local Grantees and NCFF
Objective 1.2 Increase the number and quality of activities focused on public understanding and engagement for the prevention of child abuse and neglect	Prevention Partnership Activities Rethink Your Reaction Campaign PSAs PCAN Conference EC Grantees/Sixpence TA and Campaign Home Visitation grantees TA and Peer Review	On-Going April 2008 and 2009, On-going September 2009 On-going March 2009	1.21 Number of Materials distributed, 1.22 Number of newspaper articles, number of counties reached 1.23 Number of Participants in trainings/public meetings	1.21 Establish baseline from grantees public awareness efforts (Stress April Child Abuse Prevention) 1.22 Impact on behaviors in staff as result of Campaigns (evaluation built into Mini-grants) 1.23 Changes in knowledge and skills in participants of trainings

Goal II Decrease in rate of first time victims

Objectives	Activities	Timeline	Process Measures	Outcome Measures
2.1 Decrease the Rate of First Time	Community Impact and CTA Child Well-Being	Fall 2008	2.11 Document number of	2.11 Number of First Time children with substantiated child abuse

Victims of Child Maltreatment (substantiated child abuse and neglect) (gather baseline data in 2009)	<p>Profiles for Communities</p> <p>NCFE will provide Prevent Child Abuse Councils and Grantees with data of child well-being including rates of Child abuse and maltreatment</p> <p>Councils and Grantees will develop plans to improve rates</p>	May and September 2009	<p>programs that support families accessing needed services</p> <p>2.12 Community Profiles and Action Plans</p>	and neglect
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III. Well-Being

Goal I. Families have enhanced capacity to provide for their children's needs or Parents have the necessary skills to keep their children safe and promote their health and well-being.

Objectives	Activities	Timeline	Process Measures	Outcome Measures
1.1 75 % of Parents/caregivers will demonstrate a 10% increase in protective factors to prevent abuse and neglect, (e.g. family functioning, social support, child development, /knowledge of parenting, and nurturing and attachment.	<p>Grantees will learn the EBP of Parent Education and Involvement and the Protective Factors</p> <p>Consultant TA, site visits and training</p>	<p>September 2008</p> <p>On-Going</p>	<p>1.11 Number of children, parents/caregivers and families who received preventative direct services.</p> <p>1.12 Number of children with disabilities and their parents or caregivers who received preventative direct services.</p>	1.11 Improved parenting skills as measured by Nebraska Children outcome measures, e.g., home visitation success markers, FRIENDS Family Support Survey.
1.2 75% of Parents will demonstrate a 10% increase in	Strengthening Families Peer Review team will learn how	Spring 2009	1.2 Document number of families participating in	1.2 Increased number of parents who demonstrate improved leadership skills, e.g.,

leadership skills.	best to increase leadership skills in parents		Family Support programs.	ratings on FRIENDS, success stories. PIRC Evaluations
	PIRC Activities	On-going		

IV. Relevant Systemic Factors *Agency Responsiveness to Community*

Goal 1. Appropriate services are available and accessible to families in their neighborhoods and communities.

Objective	Activities	Timeline	Process Measures	Outcome Measures
1.1. 100% of programs with ratings of Level I or II will increase their knowledge of appropriate evidenced-based and evidence-informed activities	Assessment of Grantees EBPs to determine current Levels	November 2008	1.11 EBP Checklist Findings and Document needs assessment and establish logic model	1.11 An increased percentage of CBCAP programs that implement evidence-based and evidence-informed child abuse prevention programs and practices as measured by the PART assessment.
	Consultant TA and steps to increase level	January – March 2009	1.12 Document training session for evidence base and evidence informed	1.12 Changes in Program based on Peer Review process and Growth Plan Action Steps
	Peer Review and All Grantee Meetings CBCAP Grantees	September 2009	1.13 Document grantees completion of Peer Review process and Action Plan	
	Website Development (Dissemination of resources according to outcomes)	On-Going		
	Peer Review Process and Growth Plans	Matched Visits Spring of 2009		

1.2 75% of Local Grantees and Councils will demonstrate high levels of collaboration	<p>Collaborative Skills building Training</p> <p>Learning Collaborative and local Prevention Councils sharing (conference calls, On-Site meetings and website)</p> <p>Sustainability Workshops</p>	<p>Quarterly</p> <p>Monthly, December 4 and 5</p> <p>April 2009</p>	1.21 Grantees will complete a collaboration report to describe collaboration efforts and plans to improve (strengths and needs).	1.21 Programs will meet an established measure of collaboration as measured by Nebraska Children community collaboration surveys
1.3 80% of the programs meet the Nebraska Children standard set for implementation of cultural competence practices.	<p>Grantees will Develop Cultural Competent Policies and Processes based on Julie Collins Training and Assessment</p> <p>Learning Collaborative Trainings</p>	<p>September 2008 – March 2009</p> <p>Spring and Summer of 2009</p>	1.31 Document Cultural Competence Training with grantees	1.31 Programs will met an established measure of cultural competence as measured by the Nebraska Children cultural competence survey (FRIENDS TOOL)
1.4 Strengthen the Statewide networks of family support and prevention programs.	<p>Child Abuse Prevention councils</p> <p>Learning Collaborative network and dissemination model</p> <p>Website Development</p> <p>Service Array</p>	<p>January 2009, On-Going</p> <p>December 4 and 5, 2008</p> <p>January 2009</p>	<p>1.41 Local child abuse prevention councils information update; networking opportunities, baseline data</p> <p>1.42 Document Learning Collaborative</p>	<p>1.41 An assessment of council history, current status and needs</p> <p>1.42 Community Learning Collaborative Assessments</p>

	Assessment	February – June 2009	Achievements	
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